

IN SENATE OF THE UNITED STATES.

FEBRUARY 5, 1846.

Submitted, and ordered to be printed.

Mr. BENTON made the following

REPORT :

[To accompany bill S. No. 77.]

*The Committee on Military Affairs, to whom was referred the petition of Bent, St. Vrain, & Co., praying compensation for a quantity of provisions collected for a detachment of United States troops on the upper waters of the Arkansas river, in the year 1843, report :*

That they find all the facts of the case officially set forth by Major Lee, commissary of subsistence at St. Louis, to the Commissary General of Subsistence at Washington city, dated May 7, 1844, and also in a letter from the Commissary General of Subsistence to the Second Comptroller of the Treasury, dated May 28, 1844, in which these officers state that the contract for the supply of the provisions was legally made and duly complied with on the part of the petitioners, but not used by the detachment of troops in consequence of a change of destination and not arriving at the place where the provisions were to be delivered, and recommending that the claim be allowed. These letters are as follows :

SAINT LOUIS, MISSOURI,  
May 7, 1844.

SIR : I respectfully refer to you the claim of Bent, St. Vrain, & Company for provisions delivered at Fort William, on the Arkansas river, near the Rocky mountains, agreeably to contract bearing date August 26, 1843, a triplicate of which was duly forwarded to your office.

The contract was made to carry out the orders of Major General Gaines, directing me to establish a depot of provisions at that point, to meet the contingency of the troops composing the Santa Fe escort wintering there.

As a failure of the deposite would subject the troops to great suffering, I was required to use every precaution necessary to effect the object without fail.

The escort being, as supposed, about two hundred miles beyond the settlements, in advance of the supplies sent from this place, Mr. St. Vrain, one of the contractors, and also the transporter of the supplies, was directed by me to proceed in advance of his wagons; by forced marches, to overtake the

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escort, and concert such measures with the commander as might be deemed expedient. He was required, in case the commander of the escort determined to cross the Mexican line, to hasten to the northern settlements of New Mexico, distant from the crossing of the Arkansas about 300 miles, and to endeavor to convey the articles contracted for across the mountains to Fort William before the passes were rendered impracticable by snow. It appears by Captain Cook's letter, herewith enclosed, that Mr. St. Vrain overtook him near the crossing of the Arkansas, remained in his company two days to enable him to determine his plans, and then, with the approbation of Captain Cook, proceeded to the northern settlements of New Mexico for the purpose of fulfilling the contract.

Mr. St. Vrain states that he received no notice from Captain Cook of his return to the United States, nor could he have received the letters sent by Captain Cook and Lieutenant Bowman in time to arrest his purchases, as his wagons could not have reached Fort William until some weeks after his departure for New Mexico.

Mr. St. Vrain has been known to me for ten years, as a gentleman of standing and veracity, and I have no doubt that his statement is in every particular correct; which belief is confirmed by my personal knowledge of the country, its resources, and the difficulties he had to contend with. His claim is therefore recommended to your favorable consideration.

Since the return of the Santa Fe escort, I have lost no opportunity to effect a sale of the provisions at Fort William, but as yet have received no offer. The traders and trappers necessarily carry large means of transportation to bring in their peltries; their outfits are furnished on credit, and carried out at no additional cost. I offered the provisions, subject to your approval, to Bent, St. Vrain, & Company at original cost; they declined the purchase, but will take them at the Saint Louis current prices. They say that their peltry wagons return empty, and the transportation costs them nothing.

I am, sir, respectfully, your obedient servant,

R. B. LEE,

*Commissary of Subsistence, Major U. S. A.*

Brigadier General GEO. GIBSON,

*Commissary General of Subsistence U. S. A., Washington.*

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OFFICE OF COMMISSARY GENERAL OF SUBSISTENCE,  
Washington, May 28, 1844.

SIR: The accompanying papers have been submitted to me by Mr. St. Vrain, of the firm of Bent, St. Vrain, & Co., traders at Fort William, or Bent Fort, on the Arkansas river.

They are—1st. An account against the United States for beef, flour, and onions placed at Fort William by Bent, St. Vrain, & Co., in compliance with the terms of their contract with this department, dated August 26th, 1843, and amounting to \$6,500.

2d. A triplicate copy of their contract, made by Major R. B. Lee, commissary of subsistence at St. Louis, on the 26th August, 1843, by order of Major General Gaines, and sanctioned by this department.

3d. A letter from Major R. B. Lee, commissary of subsistence, dated St. Louis, May 9th, 1844, to this department, on the subject of the claim.

4th. A letter from P. St. George Cook, 1st dragoons, commanding detachment or escort to Santa Fe, dated Camp on Arkansas river, October 1st, 1843, and advising the contractors to reduce the first deliveries of beef under the contract of December 1st, 1843, one-third.

5th. A letter from Captain Cook, 1st dragoons, dated St. Louis, April 29th, 1844 to Major Lee, commissary of subsistence, reporting that in the latter part of September, 1843, he had directed Mr. St. Vrain to go in advance and prepare to execute the contract of Bent, St. Vrain, & Co., and also reporting that he had subsequently sent order to or for Mr. St. Vrain, notifying him that he (Captain Cook) was about returning to the frontier of the United States, and that Lieutenant Bowman, assistant commissary of subsistence, had given similar instructions to the conductor of the train or escort of Mr. St. Vrain.

I would add in explanation, that Mr. St. Vrain states, fortunately, that he never received these instructions until after he had returned from New Mexico, when he had executed his contract; that he necessarily preceded the train and conductor, and left Fort William, to execute his contract, some week or two before their arrival, with the intelligence that Captain Cook's command could not wait there, as was supposed when he left Captain Cook, and that the highest testimonials are presented by Mr. St. Vrain as to character and integrity.

This department had no agent at Fort William, in consequence of the return of Captain Cook's command, by orders from Washington, without having reached Fort William.

The contractors were bound in good and sufficient sureties of \$2,000 each, for the faithful performance of their contract, and I therefore recommend that, on presentation of the best testimony that the case will admit of, to prove the *actual* execution of the contract on their part, the claim be allowed.

Very respectfully, your obedient servant,

GEO. GIBSON,

*Commissary General of Subsistence.*

A. K. PARRIS, Esq., *Second Comptroller.*

From these letters, and the other papers presented with the petition, the committee are satisfied of the justice of the claim, and report a bill for the relief of the petitioners.

